

AGREEMENT FOR SERVICES #8062
AMENDMENT I

This First Amendment to that Agreement for Services #8062, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Susan Stoeffler, Marriage and Family Therapist (MFT), a sole proprietor, duly qualified to conduct business in the State of California, whose principal place of business is 312 Main Street, Suite 203, Placerville, California 95667 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide therapeutic counseling, classes, and related services on an "as requested" basis for clients referred by the County's Health and Human Services Agency (herein after referred to as "HHSA") pursuant to Agreement for Services #8062, dated October 18, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the services and authorizations for services, hereby amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the billing rates, hereby amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the maximum obligation by \$74,198, hereby amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XX, Notice to Parties**, and **ARTICLE XXXI, Contract Administrator**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXIX, Generative Artificial Intelligence**, to include updated contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #8062 on the following terms and conditions:

1) ARTICLE I, Scope of Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of therapeutic counseling, psychotherapy, and related services (Service) on an "as requested" basis to clients (Client) referred by HHSA.

A. Professional License Requirements:

1. Therapeutic Counseling Services shall be provided by a currently Licensed Clinical

Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC) or Psychologist whose license has been issued and is regulated by the State of California, or as amended by California Department of Consumer Affairs (DCA), Board of Behavioral Sciences. Certified and Registered Counselors also may provide substance abuse counseling services, per California Code of Regulations (CCR) Title 9, Chapter 8, Section 13000 et seq. Said license(s) must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the state licensing or certifying agency.

- a. The DCA, Board of Behavioral Sciences and the California Department of Consumer Affairs, Board of Psychology do not have reciprocity with any other state licensing board. Therefore, any LCSW, LMFT, LPCC, or Psychologist who is providing HHSA approved services to a client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
 - b. Counselors who are Certified, Registered, or Licensed in other states must comply with CCR Title 9, Chapter 8, Section 13030 regarding reciprocity.
 - c. Contractor shall notify County within five (5) business days of any pending federal, state, county, city, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor's employees' professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
 - i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor's employee's license.
 - ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.
2. Interns: Effective January 1, 2018, in accordance with Business and Professions Code, Section 4980.09, "interns" shall be called "associates." If any service is delegated to an intern or associate (including, but not limited to Associate Marriage and Family Therapist, Registered Associate Marriage and Family Therapist, Associate Professional Clinical Counselor, or Registered Associate Professional Clinical Counselor), the intern or associate must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, LCSW, LPCC, or LMFT as described above. No intern or associate shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's treatment plan. All Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, LPCC, or LMFT.
- B. Services: Attendance at Court Appearances, Child and Family Team (CFT) meetings, Multidisciplinary Team (MDT) meetings, Family Therapy, Individual Therapy, Couples Counseling, and Therapeutic Visitation shall be in-person or by teleconference. Contractor

shall provide services including but not limited to the following:

1. Juvenile Court Appearance: As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend Client-related Court Appearances.
2. CFT Meetings and MDT Meeting Appearance: Upon request by County, Contractor shall attend CFT meetings and/or MDT meetings. For purposes of this Agreement, CFT has the same meaning as defined in California Welfare and Institutions Code (WIC) section 16501(a)(5) and MDT has the same meaning as the term “child abuse multidisciplinary team” defined in WIC section 18961.7(b)(1), except that it does not include any community-based teams or organizations in which County considers Contractor, Contractor’s staff, or assignees to be regular standing members. Contractor shall be paid for these appearances for time actually spent attending the CFT and/or MDT meeting(s). CFT services shall be in accordance with WIC 16501(a)(4), and MDT services shall be in accordance with WIC section 18961.7(b)(1).
3. Individual Therapy, Marriage and Couples Therapy, Family Therapy, and Therapeutic Visitation: Upon request by County, Contractor shall provide the requested assessment and therapy or counseling. Said therapy or counseling shall be in a confidential setting where all individuals, couples, and family members understand and respect the expectation of maintaining strict confidentiality. Further, said confidential setting shall restrict access to individuals not participating in individual therapy, marriage and couples therapy, family therapy, or therapeutic visitation. Contractor may choose to terminate the client’s services after Client has missed two (2) consecutive scheduled appointments.
4. No Show/Cancellation: Scheduled appointments missed/cancelled without 24 hours’ notice will be billed for one (1) hour. Scheduled appointments missed/cancelled with more than 24 hours’ notice will not be billed. County shall not pay for missed/cancelled appointments that are rescheduled within the same week as the original missed/cancelled appointment. County shall only pay for a maximum of two (2) consecutive no show/cancellation appointments per Client.

Contractor shall contact HHSA staff, at no charge to County, to inform them of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client or Client’s treatment plan.

Contractor shall not transport clients in the course of providing services under this Agreement.

- C. Reports: Contractor shall provide written reports, including but not limited to the following:
1. Juvenile Court Documents: Upon request by County and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County’s use in court. This request would be distinct from the original written assessment/initial visit report.
 2. Client Initial Visit Report: Upon request by County and within thirty (30) calendar days of Client’s initial visit, Contractor shall provide HHSA staff with a written initial visit report that shall detail Contractor’s professional evaluation of Client including, but not limited to the prognosis and estimate length of treatment, goals, and treatment recommendations. Contractor shall submit a Client Initial Visit Report similar in

content and format with the following sample “Client Initial Visit Report” available as a fillable form via the website <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>. The thirty (30)-day timeframe can be extended by HHSA staff.

3. Client Progress Report: Upon request by County and within the time limit specified by County, Contractor shall provide HHSA staff with a written progress report that shall detail Contractor’s professional evaluation of Client including, but not limited to the prognosis and estimated length of treatment, goals and progress toward goals, and summary of progress. Contractor shall submit a Client progress Report similar in content and format with the following sample “Client Progress Report” available as a fillable form via the website <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>.

The above written reports are a required deliverable of this Agreement and Contractor’s failure to provide them to HHSA within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the client until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received; in addition, County may proceed as set forth herein the Article titled “Default, Termination, and Cancellation.”

It is a further requirement of this Agreement that all written reports submitted to HHSA shall contain the report writer’s electronic or original signature. It is recommended, but not required, that all original signatures be made using blue ink. This signature shall act as a declaration that the contents of the written report(s) are accurate.

Reports shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method)</i>	<i>Fax</i>
cps.clerical@edcgov.us Please include in the subject line: “Contract #, Service Month, Description/Program”	County of El Dorado Health and Human Services Agency Attn: CWS Clerical Re: Agreement #8062 Fax: (530)626-7427

or to such other location or email as County directs.

D. HHSA Authorizations for Service(s):

1. Service(s) detailed under ARTICLE I, Scope of Services, or ARTICLE III, Compensation for Services, shall only be provided by Contractor to Client following verbal or email authorization from HHSA staff to Contractor. Prior to payment for service(s), any verbal or email authorization from HHSA staff to Contractor to perform service(s) shall be confirmed to Contractor by signed HHSA Authorization that has been signed by HHSA staff. Multiple units of service (Multiple Units) shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day.
2. A member of the HHSA Executive Management Team (HHSA Executive Management) reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under ARTICLE I, Scope of Services

or ARTICLE III, Compensation for Services. Prior to providing any Client service(s) NOT detailed under ARTICLE I, Scope of Services or ARTICLE III, Compensation for Services, Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and HHSA Executive Management.

3. County shall not pay for any services that have not been approved by an HHSA Authorization, incomplete or unsatisfactory services, as determined by HHSA in its sole discretion, no more than two (2) consecutive appointment "no shows" per client, cancellations with 24 or more hours' notice, or telephone calls made for the purposes of scheduling and coordinating services. Contractor also shall not be compensated for services provided to Client outside of the authorized service dates identified on said HHSA Authorization unless HHSA Executive Management otherwise approves payment for services outside of said service dates. A copy of the Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in Article III, Compensation for Services. Failure to submit a copy of the HHSA Authorization with Contractor's invoice may result in payment being withheld until said Authorization is submitted.
4. County may provide retroactive authorization for services or waive any required authorization(s) for services when special circumstances exist as determined by County Contract Administrator, HHSA Director and the Agency Chief Financial Officer, or their designees, and will provide written notice of this determination to Contractor (if applicable) in accordance with the Article titled "Notice to Parties."

- 2) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

- A. **Rates:** For the purposes of this Agreement, the billing rates shall be as defined below. Rates may be updated annually upon written approval, to include electronic communication, from County's Contract Administrator or designee. Rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties". In no event shall the maximum obligation of the Agreement be increased.

For the period beginning October 18, 2023, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the rates shall be in accordance with Table 1: Rate Schedule, incorporated herein below.

Table 1: Rate Schedule

Service	County Negotiated Rate
Child and Family Team (CFT) Meetings and Multidisciplinary Team Meetings. Upon request by County, Contractor shall attend CFT meetings and/or multidisciplinary team meetings. Attendance shall be in-person or by teleconference. County shall only pay Contractor when County specifically requests Contractor's attendance, either in person or by teleconference. Prorated for time spent at the pertinent CFT/MDT. If meeting is cancelled with less than 24 hours' notice, Contractor may invoice for two (2) hours of time. If meeting is cancelled with 24 or more hours' notice, Contractor may not invoice for the meeting.	\$150 per one (1) hour
Court Appearances. Upon Court subpoena and prorated for time actually spent at the pertinent court session. If Court Appearance is cancelled with less than 24 hours' notice, Contractor may invoice for two (2) hours of time. If Court Appearance is cancelled with 24 or more hours' notice, Contractor may not invoice for the appearance.	\$150 per one (1) hour session
Court Documents Preparation. Upon request by County, at a rate equivalent to the individual counseling session rate with a maximum limit of a two (2) session rate charged per report.	\$150 per session
Marriage and Couples Therapy Session. 60 minutes per session upon request and wherein one (1) or more therapists or counselors treat two (2) persons at the same time who are married, engaged, or otherwise romantically paired to each other. Multiple Units of Service shall be allowed upon approval of HHSA staff.	\$150 per one (1) hour session
Family Therapy Session. 60 minutes per session upon request and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time. Multiple Units of Service shall be allowed upon approval of	\$150 per one (1) hour session

Service	County Negotiated Rate
<i>HHSA staff.</i>	
Individual Counseling. <i>50-60 minutes per individual session upon request. Multiple Units of Service shall be allowed upon approval of HHSA staff.</i>	\$150 per one (1) hour session
Client Initial Visit Report. <i>Within 30 calendar days of Client's initial visit, Contractor shall provide HHSA staff, at a rate equivalent to the individual counseling session rate paid in 15-minute increments and up to a maximum limit of one (1) session rate charged per report, with a written client initial visit report. The 30-day timeframe can be extended by HHSA staff.</i>	Per report \$37.50 per fifteen (15) minute session \$75.00 per thirty (30) minute session \$112.50 per forty-five (45) minute session \$150.00 per sixty (60) minute session
Client Progress Report. <i>Upon request by County, Contractor shall provide HHSA staff, at a rate equivalent to the individual counseling session rate paid in 15-minute increments and up to a maximum limit of one (1) session rate charged per report, with a brief written client progress report.</i>	Per report \$37.50 per fifteen (15) minute session \$75.00 per thirty (30) minute session \$112.50 per forty-five (45) minute session \$150.00 per sixty (60) minute session

For the period beginning with the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the rates shall be in accordance with the Table 2: Amended Rate Schedule, incorporated herein below. There is a mutual understanding between Contractor and County that any service(s) that are Medi-Cal billable should be billed to Medi-Cal first and should only be billed to the County if not eligible for reimbursement through their insurance.

Table 2: Amended Rate Schedule <i>Service</i>	<i>County Negotiated Rate</i>
CFT Meeting and MDT Meeting. Upon request by County, Contractor shall attend CFT meetings and/or MDT meetings. Attendance shall be in-person or by teleconference. County shall only pay Contractor when County specifically requests Contractor's attendance, either in person or by teleconference. Prorated for time spent at the pertinent CFT and/or MDT meeting. If meeting is cancelled with less than twenty-four (24) hours' notice, Contractor may invoice for up to two (2) hours. If meeting is cancelled with twenty-four (24) or more hours' notice, Contractor may not invoice for the meeting.	\$150 per one (1) hour session [may be billed in 15-minute increments, if needed]
Juvenile Court Appearance. Upon Court subpoena and prorated for time actually spent at the pertinent court session. If appearance is cancelled with less than twenty-four (24) hours' notice, Contractor may invoice for up to two (2) hours. If appearance is cancelled with twenty-four (24) or more hours' notice, Contractor may not invoice for the appearance.	\$150 per one (1) hour session [may be billed in 15-minute increments, if needed]
Individual Therapy Session. Upon request by County, Contractor shall provide the requested assessment and individual therapy. Sixty (60) minutes per session and per individual, wherein one (1) or more therapists or counselors treat no more than one (1) individual therapy participant. Multiple Units of Service shall be allowed upon approval of HHSA staff.	\$150 per one (1) hour session for up to one (1) participant [may be billed in 15-minute increments, if needed]
Marriage and Couples Therapy Session. Upon request by County, Contractor shall provide the requested assessment and marriage or couples therapy. Sixty (60) minutes per session and per couple wherein one (1) or more therapists or counselors treat two (2) persons at the same time who are married, engaged, or otherwise romantically paired to each other. Multiple Units of Service shall be allowed upon approval of HHSA staff.	\$150 per one (1) hour session for up to two (2) participants [may be billed in 15-minute increments, if needed]
Family Therapy Session. Upon request by County, Contractor shall provide the requested assessment and family therapy. Sixty (60) minutes per session and per family, wherein one (1) or more therapists or counselors treat no	\$150 per one (1) hour session for up to eight (8) participants [may be billed in 15-minute increments, if needed]

Table 2: Amended Rate Schedule <i>Service</i>	<i>County Negotiated Rate</i>
<i>more than eight (8) family members at the same time. Multiple Units of Service shall be allowed upon approval of HHSA staff.</i>	
<i>Therapeutic Visitation Session.</i> Upon request by County, Contractor shall provide the requested assessment and therapeutic visitation. Sixty (60) minutes per session and per family wherein one (1) or more therapists or counselors treat no more than eight (8) therapeutic visitation participants at the same time. Multiple Units of Services shall be allowed upon approval of HHSA staff.	\$150 per one (1) hour session for up to eight (8) participants. May do consecutive sessions. [may be billed in 15-minute increments, if needed]
<i>No Show/Cancellation.</i> Scheduled appointments missed/cancelled without twenty-four (24) hours' notice will be billed for one (1) hour. Scheduled appointments missed/cancelled with more than twenty-four (24) hours' notice will not be billed. County shall not pay for missed/cancelled appointments that are rescheduled within the same week as the original missed/cancelled appointment. County shall only pay for a maximum of two (2) consecutive no show/cancellation appointments per Client.	\$150 per one (1) hour session [may be billed in 15-minute increments, if needed] [maximum of 2 no shows per Client]
<i>Juvenile Court Document Preparation.</i> Upon request by County, Contractor shall provide the requested court document(s). Maximum limit of two (2) hours charged per session.	\$37.50 per 15-minute session [up to 2 hour maximum (eight 15-minute units)]
<i>Client Initial Visit Report.</i> Upon request by County, at no charge to County, and within thirty (30) calendar days of Client's initial visit, Contractor shall provide HHSA staff with a brief written client initial visit report. The thirty (30)-day timeframe can be extended by HHSA staff.	\$37.50 per 15-minute session for one (1) report [up to 1 hour maximum (four 15-minute units)]
<i>Client Progress Report.</i> Upon request by County, at no charge to County, and within the timeframe specified by County, Contractor shall provide HHSA staff with a brief written client progress report.	\$37.50 per 15-minute session for one (1) report [up to 1 hour maximum (four 15-minute units)]

Travel expenses, including, but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at:

<https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources> and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<u>SSCWSinvoice@edcgov.us</u> Please include in the subject line: “Contract #, Service Month, Description/Program”	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. The County will not accept nor pay any supplemental invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement that are received by County after July 31st of the subsequent fiscal year unless Contractor requests an exception. Requests for exceptions to pay an invoice received after July 31st of the subsequent year must be submitted in writing and approved by the Health and Human Services Agency’s Chief Fiscal Officer in his/her sole discretion.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the Article titled “Default, Termination, and Cancellation,” herein.

- 3) **ARTICLE IV, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$150,000, inclusive of all costs, taxes, and expenses.

- 4) **ARTICLE XX, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States

Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Notices to Contractor shall be addressed as follows:

SUSAN STOEFFLER, MFT
312 Main Street, Suite 203
Placerville, CA 95667
ATTN: Susan Stoeffler, MFT
susanstoefflermft@gmail.com

or to such other location or email as the Contractor directs.

- 5) **ARTICLE XXXI, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Protective Services, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

- 6) **ARTICLE XXXIX, Generative Artificial Intelligence**, is hereby added to read as follows:

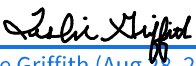
ARTICLE XXXIX

Generative Artificial Intelligence: For the purposes of this provision, "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

- A. Contractor shall immediately notify the County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system (“System”), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to the County’s Contract Administrator identified in this Agreement.
- C. At the direction of the County, Contractor shall discontinue the provision to the County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by the County.
- D. If the use of previously undisclosed GenAI is approved by the County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Contract, at no additional cost to the County.
- E. The County, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. The County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

Except as herein amended, all other parts and sections of that Agreement #8062 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Aug 28, 2025 16:43:14 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 08/28/2025

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Aug 28, 2025 16:45:16 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 08/28/2025

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8062 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SUSAN STOEFFLER, MFT --

By: *Susan Stoeffler, MFT*
[Susan Stoeffler, MFT \(Aug 29, 2025 15:08:28 PDT\)](#)
Susan Stoeffler, MFT
"Contractor"

Dated: 08/29/2025